

Contracting for Land Use Planning Evaluation

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Prepared for Assistant Director, Renewable Resources and Planning

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EXECUTIVE SUMMARY

The Bureau has placed a high priority on updating existing land use plans (LUPs) to ensure sustainable decisions. Congress has supported this elevated priority with increased funding. In an effort to expedite planning while minimizing impact to ongoing work, many field offices have elected to contract for planning and associated tasks. This evaluation examined the processes and procedures required for LUP acquisition, various methods available for contracting, the scope of previous contracts, and other issues related to developing strategies to contract for and administer planning efforts. It addressed the problems and successes previously experienced by the field offices and the relative costs and contractor performance under the various contracting methods. Based upon these findings, recommendations are made to most effectively and efficiently implement an acquisition strategy in support of the accelerated planning effort. The evaluation also surfaced planning issues unrelated to contracting. Recommendations were also made to address these issues.

The evaluation included a thorough analysis of the various methods available for contracting land use plans. A questionnaire was sent to all offices in June 2002 with experience in contracting land use plans. Based upon the responses to these questionnaires, follow-up field visits were made to selected Field Offices during the last week in September and the first week in October 2002, to examine contracting experiences in greater detail. Additionally, selected contractors were interviewed. Other agencies with experience contracting land use plans responded to the questionnaire and were interviewed.

The Evaluation Team was comprised of members with both planning and contracting expertise. The team consisted of the following members: Tim Salt, WO-200, Western Regional Staff Assistant, Co-Team Lead, Rachel Braden, WO-850 Bureau Procurement Chief, Co-Team Lead, Jim Perry WO-210, Planning and Environmental Analyst, Dottie Williams, WO-830, Evaluation Specialist, Katherine Harness, WO-210 Planning and Environmental Analyst, Glenn Wallace, COSO, Planning and Environmental Staff Leader, Roger Sharp, ORSO, Procurement Analyst.

The Field Offices selected for follow-up visits were based upon the questionnaire responses. The objective was to get good representation of both ANSWERs contracts and 899 contracts and offices representing the full range of successes in contracting for land use plans. The team was divided to conduct the field office interviews. Follow-up field visits were conducted by the South Team at Farmington NM, Winnemucca NV, El Centro CA. The North Team visited Vernal UT, Rock Springs WY, Price UT. Rawlins FO participated in the Rock Springs session and Richfield FO participated in the Price session. Participation at each session was very good. Interviews were conducted with the Field Manager, the Plan Team Leader/Project Manager, procurement staff when present, and other interested staff. The interviews were guided by a standard set of questions with free flowing discussion.

The evaluation results will be used by BLM managers and decision makers at all levels of the organization to aid in the appropriate distribution of planning appropriations, and to ensure that planning appropriations are used most efficiently and effectively to achieve the desired results of sustainable land use plan decisions. This evaluation provides decision makers with needed information regarding contracting options, relative cost, contract administration needs, necessary staff support, contract performance, and quality of products to make these decisions.

The evaluation surfaced many issues relative to the current round of land use planning. Many of the issues are valid regardless of whether or not the plans are contracted or completed in-house. In all cases, with the exception of the time to award and the total cost of the contract, the issues relative to contracting seem to be the same regardless of the contracting authority. However, it is too early in the planning process to fully assess contracting under the various authorities. Once BLM begins to receive deliverables, greater differences in the contracting authorities may be manifested. As a result, the findings of this evaluation focus on the contracting process rather than the products.

The BLM has embarked on an unprecedented effort to revise land use plans. Failure on the part of the BLM to plan to plan has resulted in launching land use planning efforts without completing necessary up-front work. This failure to plan to plan is dramatically compounded by BLM entering into a major contracting effort in an area with little prior experience and the fact that BLM's lack of new planning starts over the past 10+ years has left the Bureau with limited planning experience to lead the intensive planning schedule.

On the positive side, using the traditional BLM can do approach to tackle new challenges, the Bureau has sought out creative means by which to meet the planning commitments. The field offices have embraced contracting as a useful tool to complete land use plans. In doing so, the BLM has learned that contracting for a land use plan is different than contracting for building a fence, maintaining a road or other traditional contracting and requires different approaches. The BLM has limited experience contracting for land use plans, limited experience in writing performance based statements of work and few good examples of statements of work for this type of contract. As a result, there are significant learning curves for both contractors and BLM. Contractors are learning BLM issues, administrative policies, planning process and political realities. BLM staff are learning the BLM planning process and how to execute that process through a contractor to achieve the desired results.

The complexity of contracting a land use plan and the lack of significant prior experience underscores the importance of a well defined project, well communicated expectations, frequent communication among affected BLM and contractor staffs, and active BLM involvement at both the staff and management level in the process. This begins with a well-defined statement of work, which can represent a significant workload, and continues throughout the process. Daily communication between the contractor and the project manager is critical to the success of the project. BLM's lack of experience communicating expectations to contractors can lead to problems.

With few exceptions, local offices are generally quite pleased with contracting for land use plans. Contracting allows staff to focus on the day to day responsibilities of the BLM and allows the contractor to focus on plan preparation without the distraction of other emerging issues. Contractors bring specialized expertise not represented in the typical BLM workforce. Contractors can draw from a much broader pool of technical specialists or hire short-term technical specialists not normally found on BLM field office staffs. However, it is early in the planning process. There is a concern among evaluators that this satisfaction with contracting is based more upon relief from the planning workload than it is on the products produced. BLM staff indicated that initial submissions were inadequate to some degree in ALL locations. Staff

working on plans that were further along expressed the least satisfaction. It is anticipated that more concerns with submissions will arise as the plans progress.

The inadequacy of initial submissions could be attributed to a number of factors, such as the significant learning curves for both contractors and BLM or BLM's lack of experience communicating expectations to contractors. Or it may be attributed to the selection of an unqualified contractor because Contract Evaluation Criteria were not clearly defined in the initial request for proposal.

Six of the plans currently under contract were issued under the GSA ANSWER authority. The GSA ANSWER authority is an inappropriate acquisition tool for contracting for land use plans. ANSWER was created by GSA for information technology contracts. Preparing land use plans and the associated environmental documentation is NOT information technology work. To continue to use the ANSWER authority threatens the integrity of the competitive process and does not afford the BLM the opportunity to choose from the most qualified environmental contractors.

Additionally, all ANSWER contracts and some of the contracts issued under the appropriate GSA 899 authority are time and materials contracts. Time and materials contracts are more costly with less control over how the money is spent and great uncertainty of final costs. A time and materials contract provides no incentive to the contractor to control costs or labor efficiency and is more difficult to administer since it is not possible to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.

Lastly, rigid, accelerated schedules imposed upon the Field Offices are a detriment to community based planning. Local collaborators do not have the resources or in some cases the motivation to keep up with the rigid accelerated schedules that have been established for these plans. It is difficult to maintain the schedules when locals cannot respond in the prescribed time frames and it is difficult to convince the locals of the importance of their input if BLM is unwilling to give them sufficient time to provide it.

The recommendations outlined in this report fall into six general categories; Plan to Plan, Train for Contracting, Prepare a Well Defined SOW, Communicate Early and Often, Share Experiences and Manage the Project. The following is a summary of the key recommendations. Most of the recommendations are relevant regardless of whether the land use plan is completed in house or contracted.

Plan to plan

1. Expand the planning process to encompass the necessary up front work.
2. Involve procurement staff in planning to plan process.
3. Develop a step-by-step action plan or "checklist" of actions necessary to complete a LUP.

Train for contracting

1. Ensure that plan leaders have appropriate training.

2. Expand planning training to encompass contracting.
3. Employ experienced planners as mentors and trainers.
4. Revise COR training to be more responsive to contracting for LUPs.
5. Require all contractors to attend BLM Planning training courses.
6. Encourage BLM participation with contractors at training.
7. Continue to offer training without cost to contractors.
8. Modify the partnership series to make it more relevant to planning.
9. Ensure that project manager communication with contractor is part of COR training.

Prepare a well defined SOW

1. Define contract requirements with measurable performance standards.
2. Develop training and guidance for performance based SOW specific to LUPs.
3. Include all the essential elements of the plan in the SOW.
4. Involve the full team, technical and procurement, in preparation of SOW.
5. Make good examples available on the website.

Communicate early and often

1. Communicate early and often.
2. Define communication mechanisms.
3. Clearly define roles and responsibilities and expectations.
4. Include pre-work conference as a critical step in the planning guidance “checklist”.
5. Develop guidance and share experiences for pre-work conference.
6. Ensure all affected staffs; BLM and contractor, participate in pre-work conference.
7. Conduct field trips with contractor, their IDT members and sub-contractors, and the BLM IDT members, and cooperators.
8. Recognize that technical expertise does not equate to knowledge of BLM programs, local issues, and publics.
9. Recognize that lack of experience contracting for LUPs by both BLM and the contractor will increase need for structured communication and coordination.

Share experiences

1. Share findings of this report with all offices embarking on a contracted LUP.
2. Establish website to share experiences.
3. Develop formal mechanisms for sharing experiences and examples.
4. Establish a “Contracting for Land Use Plans” web site.
5. Link web page to Planning and NEPA library web site.
6. Include examples and experiences in planning training.
7. Create a forum in which issues can be raised, promptly addressed, resolved and shared to ensure consistency.

Project Management

1. Assign a **full-time** BLM project manager to the plan.

2. Recognize that contracted planning requires a heavy commitment by management and staff.
3. Include planning workload created by contracted plan as a critical element in BLM staff assignments.
4. Ensure that entire BLM resources staff meets with the contractor early and often to build ownership.
5. Provide realistic timeframes in the schedule for each step.
6. Provide for flexibility.
7. Work closely with contractors and procurement specialists to ensure contractor performance.
8. Discontinue ANSWERs contracting.
9. Discontinue time and materials contracting.

It is important to follow-up this evaluation as the contracts progress to focus more on the products and less on the process.

PROGRAM INFORMATION

Background

This national evaluation addresses the use of contracting for the preparation of land use plans. It is not an evaluation of contracting nor is it an evaluation of planning. It is an evaluation of the use of contracting to complete land use plans. It is the first such evaluation ever conducted in the Bureau. It was conducted in response to the increased use of contracting as a tool to achieve planning schedules while minimizing impact to ongoing work.

Program being evaluated:

Contracting for Land Use Planning

Offices where evaluation conducted:

Winnemucca Field Office, Nevada
El Centro Field Office, California
Farmington Field Office, New Mexico
Rock Springs Field Office, Wyoming
Rawlins Field Office, Wyoming
Vernal Field Office, Utah
Price Field Office, Utah
Richfield Field Office, Utah

Budget program names and Subactivities

Land Use Planning 1610

Strategic Goals: a. Understand the Condition of the Public Lands

Annual performance goals: ii. Prepare 29 new land use plans and amend 26 existing plans by FY 2005.

Work processes: Land Use Planning

Program elements:

DN	Preparation Plan
DO	Plan Scoping Report/Planning Criteria
DP	Draft Plan/Draft EIS
DQ	Proposed Plan/Final EIS
DR	Approved Final Plan/ROD
DS	Draft EIS Plan Amendment
DT	Approved EIS/Plan Amendment
DU	EA Level Plan Amendment

Last evaluation date:

No plan evaluations have been conducted by the Planning Group within the past five years.

Land Use Planning Situation

Land use planning is an integral part of public land management. The last major planning effort in the Bureau ended approximately ten years ago. Since that time, most of BLM's land use planners have moved on to other positions within the agency or retired. Meanwhile, the mission workload of the BLM has increased dramatically while staff size has remained static or been reduced.

The BLM is in the second year of a 10-year effort to update its system of 162 land use plans and develop an additional 27 land use plans for new administrative units. Congress has supported this effort with funding increases of \$19 million in 2001, \$7 million in 2002, and \$14 million in 2003. With the increased funding has come the commitment to complete land use plans in a timely manner.

Starting in FY 2001, BLM began its largest and most concentrated effort in land use planning in more than 15 years, with National, regional, and local expectations. Over the next 10 years, BLM plans to update its entire planning base, consisting of more than 160 land use plans. Accordingly, BLM has identified 21 high priority land use plans as Time Sensitive Plans (TSPs). The concept of TSPs emerged in response to significant changes in public land use expectations, which have arisen primarily because of growing interest in recreation, the development of new technologies that make it economically feasible to develop previously inaccessible reserves of natural gas, increasing numbers of threatened and endangered species, requirements to manage land for wilderness values, the importance of wildfire management in rapidly urbanizing areas, Congressional designations of National Conservation Areas, Presidential proclamations of National Monuments, and growing support for open space protection.

The BLM is moving quickly to develop these 21 land use plans and, in order to ensure the success of the initiative, will continue to increase coordination and consultation with the public, local and national interest groups, state government, and Congress. In addition, compressed work schedules are being developed, efficiencies in workloads are being determined, and financial resources are being dedicated. The BLM is directing its resources toward completing these critical plans within the next three years to address the most urgently needed plan revisions and amendments.

Due to increased workload, increased land use plan complexity, decreased staffing, and the Bureau's commitment to community based collaborative planning it is no longer possible for many Field Offices to develop a land use plan entirely in-house in a timely manner. Of the 40 Resource Management Plans currently under development, at least 17 are being fully contracted. In addition, BLM is contracting many plan amendments and select portions of several other Resource Management Plans. The perceived advantage to contracting is clear; reduce the work impact on BLM staff while bringing in new ideas, talent, and expertise on a term basis.

While BLM has historically required the proponents of major projects to contract for NEPA documentation and occasionally contracted for major programmatic EISs, 2001 was the first year that BLM has directly contracted for land use plans and major amendments and the appropriate NEPA documentation. While in most cases it is still very early in the planning cycle, a great deal about contracting for land use plans has been learned in these two years. It is important that

these lessons be shared with all offices to ensure that planning appropriations are used most efficiently and effectively to achieve the desired result of sustainable land use plan decisions.

Contracting Options

Federal law requires that contracts be awarded on a competitive basis to the maximum practical extent. The major benefit of competition is that the establishment of a fair market price for goods or services is left to the market place. Secondly, full and open competition gives all contractors who wish to participate in the Federal Procurement process the opportunity to do so and the Government the opportunity to select a contractor from the best possible contractor base. The Federal Acquisition System should deliver on a timely basis the best value product or service to the customer, while maintaining the public's trust and fulfilling public policy objectives.

The government contracts for supplies and services using a number of different procurement processes. Among the available choices are mandatory and optional source GSA Federal Supply Schedule, i.e., Multiple Award Schedule (MAS) contracts, GSA optional source ANSWERS and open market acquisitions. BLM has primarily used a MAS (Schedule 899) instrument and a GSA Information Technology (IT) contract (ANSWERS) to contract for Land Use Planning (LUP).

ANSWER Contract. GSA's Applications 'n Support for Widely-diverse EndUser Requirements (ANSWER) is a set of Multiple Award Indefinite Delivery/Indefinite Quantity (MAIDIQ) contracts designed to provide Information Technology (IT) support services. The scope includes: requirements and design research, analysis, systems development and software maintenance; facilities planning; technical support; Local Area Network (LAN) management; network system operations support; electronic input; specialized workstation support; computer equipment maintenance; systems installation and integration; production support; system software support; data base generation; data management; orientation and training; and help desk activities.

ANSWER Contracts were awarded to: Anteon Corporation, Booz Allen & Hamilton Corp., Computer Sciences Corporation (CSC), DynCorp, EER Systems, Information Systems Support (ISS) Inc., ITS Corp., Litton/PRC, Logicon Inc., and Science Applications International Corp. (SAIC). In order to obtain services under any of the ten (10) ANSWER contracts, competitive Task Orders must be issued and all ten contractors must be solicited.

Under the ANSWERs scenario, the agency has the option to administer its task order or enter into an MOU with GSA to perform administration. If the agency agrees to make GSA responsible for contract competition and administration, GSA prepares the task order SOW, solicits all contractors, negotiates, awards, administers and pays the task order. GSA charges the agency 2% to 4% for this full service option. Where agencies directly procure services through ANSWER contracts, they must prepare the SOW, solicit and evaluate proposals,

negotiate with all offerors submitting proposals, and award and administer the task orders. To date, where ANSWERs orders were issued, the BLM entered into a MOU for GSA to administer the contract and paid 3% service charge.

Under the ANSWERs contract, any type of fixed price or time and material task order is acceptable (Appendix A). However, in accordance with FAR 16.602, time and material or labor hour arrangements may be used (1) only after the contracting officer executes a determination and findings that no other contract type is suitable and (2) only if the contract includes a ceiling price that the contractor exceeds at his own risk. In all cases to date ANSWERs contracts have been awarded as time and material contracts.

Federal Supply Schedule (FSS) contracting is one of several priorities for use of Government supply sources. The GSA Multiple Award Schedule (MAS) program is a procurement process associated with the Mandatory and Optional use Federal Supply program. By using the GSA "Multiple and Optional Federal Supply program and the MAS process, requirements are considered to be issued using full and open competition and ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business programs. GSA has already determined the prices of items under these schedule contracts to be fair and reasonable.

GSA enters into MAS/FFS contracts with commercial firms to provide supplies and services at stated prices for given periods of time, for other agencies to place orders against. These contracts are awarded to contractors supplying comparable commercial supplies and services at varying prices. As requirements arise, agencies compete them among schedule vendors, and place orders directly with them. These contracts are considered competitive because participation is open to all responsible sources.

GSA's Environmental Services Schedule (899) provides contract support for environmental compliance, planning, training, audits, management, surveys, geographic mapping, migration pattern analysis, hazardous material management, remote advisory, and waste management including waste characterization. Under Special Item Number (SIN) 899 1, Environmental Planning Services & Documentation, services include: environmental assessments, environmental impact statements, natural resource management plans, studies and consultations, cultural resource management plans, studies and consultations and waste management plans. Resultant products may include studies, analysis, and documentation of investigations, evaluation of new technologies, development of automated systems, remedial actions and training. There are over 100 contractors available on this schedule.

For orders in excess of \$2,500, Contracting Officers are required to issue Requests for Quotations (RFQs) to three or more 899 contractors, evaluate and negotiate best value orders. Use of Performance Based SOWs is encouraged. The preferred type of task order to be placed against contracts under this schedule is firm fixed price, however, labor hour task orders are permitted if: 1) it is not possible to estimate accurately the extent or duration of the work; and 2) the schedule contractor is designated as capable of accepting labor hour task orders. In addition, the CO must prepare a written CO determination and findings that no other contract type is suitable, and the order must include a ceiling price that the contractor exceeds at his own risk.

The other option available in the procurement process is open market acquisitions. The opportunity to compete on the open market is available, if the Contracting Officer (CO) decides this is the best strategy to utilize. This procurement process would need to be identified in the up-front LUP planning process, between the CO and the BLM requiring activity. The time line for the specific acquisition process used (either FSS 899 process or open market) must be factored into the overall time line for awarding a contract. The time line for open market acquisitions may be extended because of the requirement to synopsis in FedBizOps. The synopsis for FSS, 899 acquisitions have previously been accomplished by GSA, and a shorter time line for award of contracts can be accomplished by using this process. Orders under GSA contracts are generally preferred to open market purchases because GSA has reached agreement with contractors on pricing arrangements and terms and conditions. Accordingly, where requirements can be met by existing GSA contractors, open market purchases are not normally pursued.

For a more detailed discussion of Contracting options see Appendix A.

EVALUATION OBJECTIVES

The Bureau has placed a high priority on updating existing land use plans to ensure sustainable decisions. Congress has supported this elevated priority with increased funding. In an effort to expedite planning while minimizing impact to ongoing work, many field offices have elected to contract for planning and associated tasks. This evaluation examines the processes and procedures required for LUP acquisition, various methods available for contracting, the scope of previous contracts, and other issues related to developing strategies to contract for and administer planning efforts. It addresses the problems and successes previously experienced by the field offices and the relative costs and contractor performance under the various contracting methods. Based upon those findings, recommendations are made to most effectively and efficiently implement an acquisition strategy in support of the accelerated planning effort.

Objective: To review available contracting methods and make recommendations to most effectively and efficiently implement an acquisition strategy in support of the accelerated planning effort.

METHODOLOGY

The evaluation included a thorough analysis of the various methods available for contracting land use plans. A questionnaire (Appendix B) was sent to all offices in June 2002 with experience in contracting land use plans. The responses to these questionnaires were reviewed, analyzed and summarized. (Appendix C.) Based upon the responses to these questionnaires follow up field visits were made to selected Field Offices to examine contracting experiences in greater detail. Additionally, selected contractors were interviewed. Other agencies with experience contracting land use plans were also sent questionnaires and interviewed. Analysis of data and information collected was both objective and subjective depending on the nature of the information.

The Field Offices selected for follow up visits were based upon the questionnaire responses. The objective was to get good representation of both ANSWERs contracts and 899 contracts and Field Offices representing the full range of successes contracting for land use. The team was divided into north and south teams to conduct the field office interviews. Follow up field visits were conducted by the South Team at Farmington NM, Winnemucca NV, El Centro CA. The North Team visited Vernal UT, Rock Springs WY, Price UT. Rawlins FO participated in the Rock Springs session and Richfield participated in the Price session. Participation at each session was very good. Interviews were conducted with the Field Manager, the Plan Team Leader/Project Manager, procurement staff when present and other interested staff. The interviews were guided by a standard set of questions with free flowing discussion.

Telephone interviews were conducted with several contractors. Additionally, telephone interviews were conducted with David Williams at GSA, Donald Foote at the BLM NBS and with project managers on contracted plans from the Forest Service and the Navy.

The evaluation results will be used by BLM managers and decision makers at all levels of the organization to aid in the appropriate distribution of planning appropriations, and to ensure that planning appropriations are used most efficiently and effectively to achieve the desired results of sustainable land use plan decisions. These decision makers need information regarding contracting options, relative cost, contract administration needs, necessary staff support, contract performance, and quality of products to make these decisions

GENERAL FINDINGS

This evaluation has surfaced many issues relative to the current round of land use planning. Many of the issues are valid regardless of whether or not the plans are contracted or completed in house. In all cases, with the exception of the time to award and the total cost of the contract, the issues relative to contracting seem to be the same regardless of the contracting authority. However, it is too early in the planning process to fully assess contracting under the various authorities. Once BLM begins to receive deliverables, greater differences in the contracting authorities may be manifested. As a result, the findings of this evaluation focus on the contracting process rather than the products.

The General Findings are presented as a summary of the questionnaire responses. Appendix G contains all of the questionnaire responses. This section is followed by the evaluation teams conclusions. The conclusions of the team are based upon analysis of both the questionnaire responses and the field interview. They are, therefore, in some cases, different from the questionnaire responses indicated in this section. During field office visits it became clear that the responses to the questionnaire were in many cases tempered by fact that most planning efforts were not very far into the planning process.

Summary of Questionnaire Responses.

1. What land use plans have been contracted by your office within the last two years?

The following land use plans and planning activities have been contracted in the last two years:

Plan Name	Type (RMP, EIS)	Field Office
Agua Fria/Bradshaw Hills NM	RMP amendment	Phoenix
Andrews/Steens	RMP/EIS	Burns
Bangs Canyon / South Shale Ridge / Vermillion Basin	RMP amendments	Grand Junction
Birds of Prey	RMP	Four Rivers
Black Rock-High Rock NCA	RMP	Winnemucca
Canyons of the Ancients NM	RMP	San Juan Public Lands Center
Coachella Valley California Desert Conservation Area	RMP amendment	Palm Springs
Eastern San Diego	RMP	El Centro
Farmington	RMP revision	Farmington
Federal Fluid Minerals Leasing and Development - Sierra & Otero Counties	RMPA/EIS	Las Cruces
Great Divide	RMP revision	Rawlins
Gunnison Gorge NCA	RMP/EIS	Uncompahgre
Headwaters Forest Reserve	RMP	Arcata
Imperial Sand Dunes	RMP	El Centro
Jack Morrow Hills	CAP/ supplemental draft EIS	Rock Springs
King Range NCA	RMP	Arcata
McGregor Range	RMPA/EIS	Las Cruces
Pinedale	RMP revision	Pinedale

Powder River / Billings	Oil and Gas EIS and Amendment Miles City	
Price	RMP	Price
Richfield	RMP	Richfield
Socorro	RMP	Socorro
Vernal	RMP revision	Vernal

2. *What was the scope of the contract? (e.g. full land use plan and EIS, Plan EIS only, scoping and public comment analysis, inventory, etc)*

Nineteen of the twenty-three field offices contracted out the entire land use plan and associated EIS. Many of the respondents noted that this included scoping, public comment analysis, email and website development, analysis of protests, the creation of a newsletter, and the printing and distribution of the document. It is unknown whether data collection was considered as part of the contract.

3. *Was the contract for services or a defined product? What was that product?*

Nine field offices reported that the contract was for a defined product, while two of the twenty-three field offices reported a services contract. Eight field offices/nine planning efforts reported that the contract was written for both products and services. Those who stated that contract was product-based reported that this type of contract include the full Resource Management Plan (RMP), draft and final Environmental Impact Statement (EIS), Record of Decision (ROD), and an administrative record. Other deliverables of a product-based contract include mailing lists, a work project management plan, Management Situation Analysis (MSA), public scoping meeting and follow-up reports, socio-economic reports, coordination with other agencies, air quality reports, mineral potential reports, planning bulletins, and the development/analysis of alternatives. Services mentioned by the respondents include meeting facilitation services, data collection, and resource assessment. Finally, three offices did not answer this question.

4. *What type of contracting authority did you use? (GSA ANSWERS, GSA 899 Environmental Services Schedule, Other)*

Eleven of the twenty-three RMPs contracted were reported as contracted using GSA 899 Environmental Services Schedule, while six RMPs were contracted using GSA ANSWERS. Two field offices did not respond to this question. In addition, one plan was contracted under Bureau contracting procedures, using a sole source justification; one plan was contracted through a task order attached to an existing statewide contract and one plan was completed using Interagency Agreements.

5. *Why did you choose that authority?*

Reasons field offices offered for choosing GSA 899 Environmental Services Schedule included recommendations from the State Office, cost savings, the quickness of using this authority, the flexibility in the choosing of contractors to whom to send the bid package, the ease and streamlining of the process that GSA 899 offers, and the numerous qualified contractors on the GSA 899 list. Most frequently, field offices noted that GSA 899 is quick and easy. Reasons field offices offered for choosing GSA ANSWERS include short timeframes (particularly with

Time Sensitive Plans), the ability to compare the results using ANSWERS with another field office using GSA 899, the expediency of this method, and as received direction from the State Office. However, the timesavings appeared to be the number one reason for choosing ANSWERS. The field office that chose to sole source the contract did so because it was already hired competitively, and the field office that chose to use interagency agreements stated that this was the most direct method for contracting.

6. Name of Prime Contractor?

The most frequently used primary contractor is Booz Allen Hamilton, with six RMPs contracted. All six of those plans were contracted under GSA ANSWERS contracting authority. Two plans each were contracted under the following primary contractors: Jones & Stokes, Arthur Langhus Layne (ALL) Consulting, TetraTech, URS, and EDAW. Other primary contractors include Terra Nova Planning & Research, Inc., SWCA, US Institute for Environmental Conflict Resolution, Argonne National Lab, Pacific Northwest National Lab, the University of Idaho, and CH2M Hill. Four field offices reported that they have not yet selected a primary contractor.

Name of Subcontractor?

Three plans used ENSR International as a subcontractor. In addition, CH2M Hill was hired as a subcontractor by two field offices. Other subcontractors include SWCA, Northland Research for Cultural Resources, Ninyo & Moore Consultants, Western Land Group, Inc., Aerial Information Systems, Shepard Miller, Inc., Bear West Company, Bonneville Research, Trinity, CDR Associates, EDAW, and Recreation Solutions. Booz-Allen Hamilton hired ENSR as a subcontractor for three of the seven plans.

7. Was a statement of work prepared for the contract?

All twenty-three responding field offices prepared a statement of work.

If so;

A. How long did it take to prepare the statement of work?

On average, it took approximately 25 work days (1 month +) to prepare a statement of work. Field offices reported as little as 1 day, to as long as 6 months, for preparation of the Statement of Work (SOW), with the most frequent time approximation being 1 month for the SOW preparation. While answers to this question varied widely both within and among the two main contracting authorities, many field offices noted that their estimates for the SOW time of preparation were wild guesses. This uncertainty is attributable to many factors, including the fact that some questionnaire respondents joined the planning team immediately after the SOW was prepared and were thus unfamiliar and never directly involved with the type and amount of work put into its writing. In addition, many SOWs were prepared on a discontinuous basis;

respondents who reported a 6-month SOW preparation noted in the follow-up interviews that there were waiting periods built into this estimate, during which the team was not working on the SOW, but the next step in the process had not been reached for various reasons. Widely varying estimates therefore make it difficult to draw any conclusions from this finding.

B. Was the statement of work written in a "performance based" format?

Eleven field offices responded that the statement of work was performed in a performance-based format, while nine offices responded negatively. Three were unsure about their response to this question. One office noted that measures were included to ensure that the contractor meets basic BLM Planning Manual requirements with regard to structure and formatting, but that the office did not detail measurable performance criteria in the SOW. These criteria were omitted because there was no guidance on what is considered true, acceptable performance measures, even with the aid of example contracts. The office tried to avoid including such measures as, for example, there will be no more than X misspellings per section, and no more than X mistakes in text that could mislead readers. The planner found that it was too much work to start from scratch and develop detailed performance standards for such large contracts, and therefore it is suggested that these standard measures for use within the entire bureau be developed. The field office did include performance-oriented questions in the criteria for selection, such as the following: What innovative approaches would you use to complete the RMP in a collaborative manner with direct and continued public involvement? These types of questions were used by the field office to evaluate the contractor's commitment to quality performance as stated through their proposals. Seven field offices using GSA 899 reported that the statement of work was written in a performance-based format, while 2 offices using ANSWERS stated that their statement of work was performance-based.

8. What is the current stage of contract? (Scoping, Draft, etc..)

Plan Name	Type (RMP, EIS, amendment)	Status
Agua Fria/Bradshaw Hills NM	RMP amendment	scoping
Andrews/Steens	RMP/EIS	completion of scoping; imitating draft RMP
Bangs Canyon / South Shale Ridge / Vermillion Basin	RMP amendments	waiting for approval of NOI
Birds of Prey	RMP	formulating alternatives
Black Rock-High Rock NCA	RMP	formulating alternatives
Canyons of the Ancients NM	RMP	(no answer)
Coachella Valley California Desert Conservation Area	RMP amendment	90-day public review of Draft Plan/EIS
Eastern San Diego	RMP	suspended work due to loss of funding
Farmington	RMP revision	draft RMP
Federal Fluid Minerals Leasing and Development - Sierra & Otero Counties	RMPA/EIS	Final RMPA/EIS
Great Divide	RMP revision	development of MSA

Gunnison Gorge NCA	RMP/EIS	formulating alternations/educating focus group
Headwaters Forest Reserve	RMP	draft public comment period
Imperial Sand Dunes	RMP	terminated contract after draft EIS
Jack Morrow Hills	CAP/ supplemental draft EIS	preparing preliminary draft EIS for review
King Range NCA	RMP	contract just issued / waiting for approval of NOI
McGregor Range	RMPA/EIS	development of MSA
Pinedale	RMP revision	development of MSA
Powder River / Billings	Oil and Gas EIS and Amendment	Final Draft EIS and Proposed Amendment
Price	RMP	development of MSA, air quality report, and route designation plans; formulation of alternatives
Richfield	RMP	development of draft RMP
Socorro	RMP	contract not yet awarded
Vernal	RMP revision	development of MSA, mineral potential report, socio/econ baseline report; air quality modeling

9. What was the original estimated cost of the contract?

Of the 18 individuals who responded with cost estimates, the lowest original estimate of the contract was \$90,000 and the highest was \$2.5 million. The average original estimate was \$743,410, and the median estimate was \$600,000. (See analysis under question 10)

10. At what amount was the contract awarded?

Only 14 of the 23 field office respondents were able to give estimates of the original contract estimate cost and the final amount awarded. Of those fourteen offices, seven experienced reductions in the final cost awarded, while three saw an increase in cost, and four saw no change. The largest reduction in price from the original estimate to final awarded is \$800,000, while the largest increase in price from original to final was \$250,288.

11. What was the final cost of the contract?

It is still too early in many of the plan's schedules to know the final cost of the contract. However, 3 field offices reported seeing slight increases in the cost due to it being necessary that the office compress its time schedule (due to a Time Sensitive Plan designation), and in addition, due to the perceived need for enhance public collaboration throughout the process.

12. Does the contractor have a person or persons stationed in your office? Approximately how many hours a week does that (those) person(s) work in your office?

20 of the 23 field office respondents reported that they did not have a person or persons from the contractor stationed in the field office. The other 3 respondents did not answer this question. One field office reported that the contractors meet at the field office approximately 1-2 days before each focus or public meeting and for other special occasions, with intermittent work occurring on a weekly basis and varying between 8 and 40 hours per week. One field office responded to this question by stating the need to have a contractor permanently stationed in the field office.

13. Describe the level of communication between the contractor and your staff.

Overall, respondents state that communication is high, frequent, and effective between BLM and contractor staff; one office described the level of communication as excellent, daily, open, [and] non-intrusive. The staff members in this office are required to deal directly with the contractor instead of passing information between people. Of the 23 responses, none indicated that the level of communication was a source of problems in the efficient production of deliverables. Project managers/planners noted that they communicate frequently with the project manager and other staff from the contractor's office. In addition, 2 field offices reported communication and involvement between subcontract personnel and BLM staff specialists to gain the information needed to write sections of the MSA. One field office reported intensified levels of communication, with BLM staff visits to the contractor office, as due dates approached for the draft RMP/EIS. Of those 13 offices that detailed the level of frequency of communication, seven characterized it as very frequent, 3 as daily, 1 as weekly, 1 as monthly, and one has whenever necessary. Multiple offices noted the importance of direct communication between resource specialists and the contractor staff, as the majority of the communication takes place between the Project Manager, BLM core team, and the contractor, with the ID team having little involvement. Two field offices noted a breakdown in communication at the contractor staff/BLM staff level.

14. Does the Field Office have a BLM Planning/NEPA coordinator or project manager on staff dedicated to this project? How much of their time is dedicated to this project?

All twenty-one field offices that responded to this question have a BLM Planning/NEPA coordinator or project manager on staff dedicated to this project. An average of 80% of this person's time was reported as dedicated to the project, with ten of the field offices responding as devoting 100% of the BLM Planning/NEPA Coordinator time to the project. One field office noted that not all the time is allocated toward meeting with the contractor. Rather, time is spent toward developing the necessary partnerships with counties, Forest Service, Indian Tribes, the state government, and coordination with other BLM offices. The percentage of time allocated to the project varies with the phase of the contract, with higher workload periods seeing higher percentage of time.

15. What training was needed by the contractor to understand the BLM planning process and goals?

The majority of the contractors received training in various forms and intensities. Informal conversation with BLM staff served as the most typical training; in addition, reviewing planning manuals, the NEPA handbook, Supplemental Program Guidance, and other BLM materials provided a basis for training. Contractor project managers also frequently took the Successful Land Use Planning course, as did team members. Often, BLM is not charged for contractors to take this course because the contracting company requires its staff to have 40 hours of training per year at company expense.

In one instance, the contractor was involved in planning training for BLM already. Site visits, with tours of the area, gave some contractors an on-the-ground training course in BLM planning issues. One state noted that its office holds regular Planning Coordinating Committee meetings to discuss current planning issues, and having the contractor attend these meeting saved them from having to conduct additional meetings. One office mentioned that they invited resource specialists to come in and talk about the planning process and how their specialty fits into the process to the contractors.

16. What do you see as the advantage of contracting your land use plan?

Only one field office of the 23 that responded found no advantages to contracting. The common trend throughout the responses to this question was the advantage of having contractors free up BLM staff to work on other high-priority work, creating a drastically decreased workload impact on the staff. Advantages of contracting as highlighted by the respondents are listed as follows:

- (a) New perspectives, ideas, approaches
- (b) Immense source of talented staff
- (c) Ability to meet or beat deadlines
- (d) Special expertise / knowledge in areas where BLM does not have a specialist
- (e) Trackable, accountable costs
- (f) Less workload impact on BLM staff
- (g) Assistance with time-consuming preparation of sections of text which are required to include but not critical
- (h) Short turn-around for print jobs (on average, 2 days)
- (i) Handles/keeps track of mailing list
- (j) Greater neutrality
- (k) Experts on hand for a short-term basis, such as web developers, graphic artists, public meeting facilitators
- (l) Greater funding flexibility (can carry over funds from one year to the next)

17. What do you see as the disadvantages of contracting your land use plan?

The most commonly repeated disadvantage to contracting out a land use plan is the large investment of time and resources that a BLM office must put in to bring the contractor up to speed on the resources and issues of the area. The process of getting the contractor over the large learning curve of BLM land use planning is accomplished by many means, such as

training, one-on-one interviews, and area visits. However, it was noted by one field office that this process of education is a one-time investment, and once it is completed and the land use plan has been prepared, the contractors are fully educated and prepared to do the process all over again with a different plan. Another planner noted that oftentimes, they pair up newly hired BLM employees with contractors to go through training, making the process of education mutually beneficial and therefore not as much of a disadvantage as originally perceived.

Disadvantages cited by the respondents include:

- (a) Not knowing the state of deliverables and the document quality until after the deliverables are received by BLM
- (b) A career's worth of knowledge needs to be transferred to the contractor
- (c) Large investment of money and the risk of run-away costs
- (d) Risk of communication breakdown
- (e) Contractors do not understand complexity of public land / natural resource management
- (f) Limited on-the-ground knowledge of resources
- (g) Lack of personal relationships with land users and BLM staff
- (h) Contractor unaware of previous decisions
- (i) Contractor doesn't have as high of investment in plan as does BLM staff
- (j) Contractor not in BLM office, which adds communication time (via phone, email, fax), and the secondary consequence of BLM employees feeling little ownership in plan
- (k) Requires large review time on part of BLM staff
- (l) Loss of control over decisions
- (m) Time savings not as much as staff had anticipated due to start-up time
- (n) Certain technical issues, and specifically regulatory compliance with Section 7 of the Endangered Species Act, are difficult for contractors to complete. These processes don't often go "by the book" and requirements/standards for completion are a moving target.

18. Are you pleased that you contracted the planning work? Explain.

Seventeen field offices reported that they are pleased that they contracted the planning work, while three were unsure; one office said it was not pleased, and two did not answer the question.

Those that stated they were pleased that the work was contracted noted that the end product received by the contractor was more comprehensive and technical than a typical RMP completed by in-house staff. Planners noted the advantage of printing a document in two days as opposed to two months in order to keep to a tight schedule. In addition, contractors were able to offer field offices expertise such as air quality, noise, socio-economic analyses, etc. Contractors were cited as knowledgeable of tools for public involvement, and they served as expert facilitators. In addition, planners noted that the preparation of planning bulletins, compilation of mailing lists, development of an administrative record from early in the process, and review and preparation of the scoping report are reasons why the contracted work was successful. Contractors are also able to mobilize within short time frames to complete unexpected tasks.

Those planners who were hesitant to respond affirmatively to this question noted that in the end, it may have been easier for their staff to complete the plan themselves, mainly due to start-up time, education of the contractor staff, and the review time and effort associated with each

deliverable. Contracting the plan offered little workload relief for BLM staff in these cases.

19. What lessons have you learned from contracting that would help others to avoid the same pitfalls or to reap the same benefits?

Lessons learned by planners are as follows:

- a) Contract oversight (i.e. approving bills for payment) is somewhat of a pain. This will only become more of an issue as we proceed through the planning and receive, or don't receive, deliverables on time and I have to decide whether to approve bills for payment and etc.
- b) There are sometimes political things out of your hands that can throw a monkey wrench into the works (for example, having the plan placed on the Time Sensitive list for political reasons, which delayed the contract by about 4 months)
- c) The BLM needs some training on writing statements of work. It was like inventing the wheel, only to have contracting throw our whole effort out and do it their way.
- d) The statement of work prepared originally for the 899 contract process was far more detailed than that required by the GSA Answer contract process.
- e) When using contractors, regardless of the process, it requires a lot of BLM's project managers' time to manage and work with them. This would be the same even if using BLM staff; however, there is a great need to make the use of the contractor appear seamless with BLM's staff and meetings.
- f) One of the main problems has not been with the contractor but with keeping the BLM staff moving along and doing what they need to do.
- g) Contractors may be able to do an adequate job of a project EIS, but they don't have experience at plans. We hired what was considered to be a top-notch firm. We had several discussions with them about their inadequate performance. We would not do another time and materials contract.
- h) The SOW is a very good tool; however, it cannot contain all of the detail needed to complete a land use plan. It is very important that we have contractors that are willing to change and adjust as we go through the process.

Recommendations offered by planners are as follows:

- a) Have a lot of money, or access to it. A contractor closer to your office will result in less cost (e.g. flying and other transportation costs).
- b) Have a good COR and support within your State Office.
- c) Have a schedule prepared prior to going out for bids. Ask contractor to meet or beat schedule in their proposal.
- d) Thoroughly brief potential contractors on outside influences to the plan (reservations, other landowners) and what you expect (printing comments letters, responding to comments, etc).
- e) Have preliminaries submitted in pieces (don't ask for a preliminary draft until after you've reviewed Chapters 1 and 3, for example).
- f) Get BLM employees to think outside of the box that we have placed ourselves in.
- g) Be clear about what you want the contractor to produce (specific sections of the document) and put it in writing. Be in constant communication with the contractor. If

something is not right, fix it while it is still small.

h) Prepare a very good SOW by bouncing it off non-involved people, including the pickiest editorial person, then let it sit awhile if possible, review it again, then revise it and have a manager review the tasks and phases for clarity and directness. Get a good evaluation team to look at the information submitted by the bidders.

i) Get a manager if possible on the team or a past manager. Find someone who understands the issues or similar issues to be worked out.

j) Prepare a preparation plan. That helps to have a first hand relationship to the issues to be resolved via the contract.

k) Have a member of the contractor staff at the work site to gather information/data from specialists.

l) Make sure the team members understand that they need to tell the contractor what they want to see in the plan, as they are the experts.

m) Have early and frequent meetings between the team and the contractor's staff.

n) Choose the contractor carefully. We didn't and somehow got lucky anyhow.

o) A strong social assessment prior to beginning really can help get things on the right track.

p) Don't go in with the expectation that the contractor is the expert and will take the whole workload off of your hands. It still needs to be a joint effort with lots of BLM technical input if you want a quality product. Look at the contractor more like an assistant who will take on much of the burden of details, but still needs strong direction in dealing with issues specific to the area. Some aspects of the planning can take more effort than anticipated. For example, in our case, alternative formulation took lots of time and caused some delay/added workload. If possible build this into the contract, or expect a few modifications. Its also important to build in a requirement that the contractor must anticipate schedule delays during the WO/Department review of plan stages and be prepared to gear down/up in dealing with these unknown time frame extensions.

q) Take the time up front to go over all resource information, management direction, specifications, and expectations. Do this as a team. Do not start on parts of the planning process (scoping notices, meetings, etc.) until this is done thoroughly. Have a contractor in house, to work with staff on a daily basis. The WO shortened our schedule and this has had a profound affect on our timing, and on review of products. Land use planning is a very complex process and is not done overnight. The politics involved and Department oversight have affected some efficiencies in working with the contractor. These are high profile projects and it is necessary that all levels of BLM stay abreast of the project. However, there is no clear line of communication up the line, and different requests from different parts of the agency can arrive simultaneously, placing a strain on the BLM staff, and as a result, the contractor as the contractor does not have ready access to the staff while requests are receiving responses. Recommend a crystal clear channel of communication up and down the line, with one contact in WO, for all WO staff, politicals, and field personnel. This would enhance continuity and save time.

r) We recommend using a contractor for time-sensitive plans. For all others, use in-house staff. There is so much priority work that there would be continual delays with contracts for more routine types of plans (other priorities would come first.). Another option would be for the project proponent to have a NEPA document submitted along with their proposal. While we would not recommend piece-mealing out the contracting work for

NEPA, we would recommend that some of the associated baseline information be contracted out in portions.

s) We should provide staff with training to allow them the comfort to get the contractor to do the work that we have historically done. Maybe a lessons learned type of session should be mandatory for all new starts.

t) We are working with the BLM National Business Center for our contract. Donald Foote is the CO and he has been very helpful. He has made the process much easier and is very good to answer questions. Their attitude is "what can we do to help you get the job done". I would recommend that other offices use this same source.

20. The majority of the Field Offices **agree** that a Pre-plan is an effective tool in preparing the Statement of Work for contracting

21. The majority of the Field Offices **did not use cost** as the primary reason for selecting
ANSWERS/899

22. The majority of the Field Offices stated that **the time of award** was the primary reason for selecting the authority.

23. The majority of the Field Offices stated that **the ability of the contractor** to perform the work was the primary consideration.

24. The majority of the Field Offices felt that they **had adequate input** into the selection of the contractor.

25. **50%** of the Field Offices **were not sure** if the Contractor had a thorough knowledge and understanding of the *Bureau's Planning process*, however; **30% strongly disagreed, 10% agreed** that the Contractor had a thorough knowledge and understanding of the Bureau's Planning process and the remaining **10% stated n/a**.

26. **89%** of the Field Offices thought the Contractor **had a thorough** knowledge and understanding of the *NEPA requirements*, **5% strongly disagreed, 1%** was not sure and **5% stated n/a**.

27. **50%** of the Field Offices thought that the Contractor's **lack of knowledge** of the *planning and NEPA requirements* did not impact their ability to perform as required by the contract, **8% strongly agreed** that the Contractor's lack of knowledge of the planning and NEPA requirement did impact their ability to perform as required by the contract, **42% was not sure**.

(editor note: it is interesting to note that the offices that were further along in the planning process generally responded less favorably to questions 25, 26 and 27.)

28. The majority of the Field Offices **agreed** that the COR was properly trained and experienced to address contracting issues during the life of the contract.

29. The majority of the Field Offices **agreed** that the contract provided for flexibility to adjust to changing situations during the life of the contract.

30. The majority of the Field Offices **agreed** that change orders were easily and efficiently accommodated.
31. The majority of the Field Offices **agreed** that the contract provided for adequate contractor accountability.
32. **60%** of the Field Offices **strongly agreed** that the Contractor performed to their expectations, 4% strongly disagreed, 1% was not sure and 35% stated n/a.
The majority of the Field Offices **agreed** that the contractor performed to their expectations.
33. The majority of the Field Offices **had not received** a completed LUP, therefore they did not comment on whether the BLM received a quality product, within contract awarded dollars. However, **six Field Offices agreed** that they received a quality product within contract awarded dollars.
34. The majority of the Field Offices **agreed** that interface between BLM staff and the contractors allowed for good communication and free flow of information.
35. The majority of the Field Offices **agreed** that interface between BLM planners and contracting staff ensured timely selection of a qualified contractor.
36. **93%** of the Field Offices had not received a completed LUP, therefore they did not comment on whether the Contractor was innovative in developing land use plans and EIS alternatives. However, **3% strongly agreed, 2% strongly disagreed and 2% was not sure.**
37. The majority of the Field Offices **had not received** a completed LUP, therefore, they did not comment on whether the contractor primarily relied upon input from BLM staff to develop creative plans and EIS alternatives. However, **six Field Offices agreed** that the contractor primarily relied upon input from BLM staff to develop creative plans and EIS alternatives.
38. The majority of the Field Offices **strongly disagreed** that given the level of BLM staff involvement with the contractor it would have been easier to prepare the plan and EIS in-house.
39. The majority of the Field Offices **strongly agreed** that in retrospect, the Statement of Work was as accurate reflection of the work required. However, **three Field Offices strongly disagree.**
40. The majority of the Field Offices **strongly agreed** that given the opportunity, they would have used a contractor to complete land use plans/NEPA in the future. However, **four Field Offices strongly disagree.**
41. The majority of the Field Offices **strongly disagreed** that given the opportunity, they would use a contractor for selected elements of the planning process, e.g. NEPA only, public comment analysis only, etc. However, **four Field Offices strongly agree.**

Summary of Other Agency Responses

Like the BLM, the Forest Service and Navy are also using contracting as a means to augment their capabilities while minimizing impact to ongoing work. Questionnaires were sent to several offices

in the U. S. Forest Service and the U.S. Navy at China Lake Naval Air Weapons Station. Unlike the BLM questionnaires, these questionnaires were not sent to all Forest Service and Navy offices contracting for this type of work. Follow up interviews were conducted with one Forest Service Office and one Navy office.

The Forest Service has primarily used the GSA Schedule 899 to award contracts for NEPA work, public involvement and special studies. They have not used contracts to develop plans. The Navy issued an open market contract to develop a suite of resources and land use plans and alternatives, compile data to develop those plans and prepare the EIS. Neither the Navy nor the Forest Service has used ANSWERs authority to contract.

China Lake, in accordance with the California Desert Protection Act of 1995, is developing a land use plan for the installation. The plan is very large scale and complex. The Navy offered and awarded the contract on the open market to develop a Land Use Plan and EIS using BLM planning guidance. The Navy experienced numerous problems with the contractor resulting in many rewrites and delays, and ultimately terminated the contract and completed the plan and EIS in house with the assistance of another vendor.

The Forest Service and Navy Questionnaire and interview responses were similar in many respects to those of the BLM. Successful plan completion is dependent upon a well defined project, well communicated expectations, frequent communication among affected agency and contractor staffs, and active involvement at both the staff and management level in the process. The importance of a well written performance based contract is critically important to a successful contract. In recognition of that, the Forest Service is developing contract training specific to contracting for NEPA-type work. The Forest Service also encourages contractors to take Forest Service NEPA training courses. The primary reasons for contracting are to free staff to do the day to day work, not as a cost savings. The Forest Service and Navy also commented on the steep learning curve and the hope that, in the long run, that learning curve will pay off for the agency and the contractor. Both the Navy and Forest Service are further into the process than the typical BLM planning effort and, like the BLM offices that are further into the planning process, more critical of contracting for land use plans and NEPA documents.

Forest Service recommendations:

1. Develop a good Statement of Work with NEPA & Contract specialists together, with a common set of quality standards.
2. Have a trained COR NEPA specialist assigned to the project, with sufficient time to stay involved.
3. Assign a shadow ID team or review team to oversee specific tasks, provide site-specific info and/or review documents.
4. Provide contractor with a clear proposed action & purpose/need, all available data, agency NEPA guidance and sample documents.

5. Know the data collection and public involvement needs (& scope of analysis) before contracting.
6. Develop an itemized government cost estimate and evaluation criteria for selecting a contractor. and ask that all bidders estimate their costs for the same items, and address the same evaluation criteria.
7. Consider IDIQ task order contract and/or phasing (whereby you award the EIS contract in phases so adjustments are easier to make prior to moving to the subsequent phase).
8. Consider the in-house contracting NEPA enterprise teams.
9. Emphasize the importance of clear and frequent communication between contractor and COR/CO.
10. Clarify to managers that contracting an EIS may not be cheaper and doesn't delegate all responsibility for preparation of the EIS to the contractor (still requires agency involvement).

Navy recommendations:

1. Communicate early and often.
2. Be candid.
3. Have a good collective understanding of the objectives.
4. Recognize that success is personality dependent.
5. Double the time expected to complete the project.

Summary of Contractor Interviews

The ANSWER contractor indicated that the work and communication process is more effective if the contractor is physically on-site throughout the development of the land use plans. They indicated that BLM's Statement of Work for this project was very clear, including the contractor's roles and responsibilities and emphasized the importance of a strong Field Office Management support and commitment during the initial start up. However, the contractor suggested that the BLM be more realistic with their resource and technical staff, by informing them of their roles and responsibilities in contracting for land use plans and how important their technical input is in this process.

The ANSWER contractor suggested a chartering session at the beginning of the project to define services and align expectations. They also indicated that the initial phase of work should have included full scoping of document production and data needs. Due to repeated rejections by BLM of the Management System Analysis (MSA), the contractor suggested that the MSA be completed in-house and allow the contractor to focus its attention on NEPA, ESA and NHPA Compliance Act. They also stated that every FO has a different opinion of what the MSA requirements are and what it should look like, and if given more specifics on what BLM wants, there shouldn't be a problem.

Overall, the ANSWERs contractor admits that there is a learning curve and that extensive technical knowledge and expertise is required by the contractor to effectively develop land use plans. They indicated that they are interested in developing LUPs and establishing relationships with BLM and hope to be more effective and efficient as time goes by. They felt that ANSWERs is a convenient and flexible contract vehicle and the government can get the best rates.

The GSA Schedule 899 contractor was particularly concerned with the Statement of Work and the opportunity provided to prepare a proposal. The contractor suggested that BLM establish a "common understanding" of both, reflecting pre-planning, describing local issues and agencies involved, as well as data types, condition, sources and specific tasks. They felt the page limitation in the proposal was difficult to meet and was viewed as affecting subsequent performance. The contractor believes that the proposal should be used to guide the overall effort.

The 899 contractor established GIS data in an integrated system that can be used for future planning and management; systematic and comprehensive approach to managing special areas; weekly status calls; mailing list and comment tracking database ensures accurate documentation of document recipients, comments, responses.

899 Contractor Recommendations:

1. Ensure that staff and contractor personnel have the same expectations of roles.
2. Encourage one on one interaction vs. team approach.
3. Define who is responsible for plan preparation (Contractor or BLM).
4. Define the scope of BLM review of contractor products.
5. Resolve resource management conflicts.
6. Make BLM staff available to meet schedule needs and milestones.
7. Include all staff, BLM and contractor in periodic meetings to discuss resource integration, data, alternatives development, impact analysis.
8. Provide effective process management to including a conflict resolution process

- and designating a primary decision maker.
9. Use the Work Plan as a road map to the overall project.
 10. Use meeting settings to review comments with contractor.
 11. Establish finite and reasonable review periods, and regularly evaluate the process together.
 12. Develop a boiler plate for policy text.
 13. Define role of deliverables as the process moves forward.
 14. Include all staff in kick-off meeting.
 15. Provide contractors with clear direction.
 16. Recognize the importance of pre-planning.
 17. Allow adequate time and start early.
 18. Consider contracting the data evaluation task to include conducting preliminary integration to check and fix quality/identify gaps.
 19. Complete opportunity analysis in house.
 20. Use information from early public involvement in defining RMP issues and SOW.
 21. Time other studies, like RFDS, to ensure completion before MSA.
 22. Provide reliable information including assessing data quality and reliability during pre-planning.
 23. Ensure that metadata and attribute information are included.
 24. Identify overlapping areas and assess consistency in management prescriptions.
 25. Decide how or if to fill data gaps; reflect in SOW.

Summary of Interview with BLM Contracting Staff

From the procurement side, it would be extremely helpful if all the planned projects in each State were consolidated and shown on a web site. If the time lines were to change, they could easily be updated on the website. This website should be given wide visibility to both the State planning teams and the procurement teams within each state and the National Business Center (NBC) procurement teams.

Procurement personnel need to be involved in the conceptual phase of the requirement. Include Procurement personnel early in the process when considering a planning requirement. NBC requires 3-4 weeks to accomplish an 899 contract. The RFQ/RFP is left on the street for a total of two weeks. If the Statement of Work is adequate, it generally takes an additional week for review of the proposals.

During land use planning training provided by the National Training Center, the procurement process needs to be explained along with the time lines required for an acquisition. This information should be emphasized by a Procurement Professional/Contracting Officer. This coordinated training would provide emphasis on teamwork between the land use planner and procurement personnel and answer questions pertinent to land use planning acquisitions. This issue is critical because land use planners need to know what the procurement requirements are prior to submitting a requirement for procurement action. This training could easily be provided during the LUP training sessions.

Expediting the procurement through procurement can be accomplished by up-front planning of the acquisition and coordination with the procurement office responsible for the acquisition. The NBC has a coordination sheet available to land use planners. (Appendix F)

Planning the procurement action with the involvement of Procurement personnel is critical to the overall success of the project. Providing a good statement of work is essential to the success of the project.

CONCLUSIONS

The conclusions in this report are drawn from the evaluation of all the information analyzed from questionnaires and interviews with BLM planning and contracting staff, other agency staff and contractors. They do not represent all of the findings and they should not be ascribed to all planning efforts. They do identify common issues and themes that should be addressed if we are to continue contracting for the development of land use plans.

The Conclusions have been summarized into five subject areas; Areas of Positive Performance, Planning, Contracting, ANSWER Contracting, and Communication.

Areas of Positive Performance

1a. Field offices have sought out creative means by which to meet planning commitments. Field Offices are finding it increasingly difficult to meet day to day public land management demands. When confronted with land use plan commitments in addition to the day to day workload, it became necessary to seek out creative ways to accomplish both. Field offices have embraced contracting as a useful tool to complete land use plans.

1b. Most field offices have developed positive working relationships with GSA and BLM procurement personnel to contract for land use planning. Most offices have limited experience developing and administering this type of contract. Many Field Offices have developed comfortable working relationships with GSA or BLM procurement personnel. The trust relationships have been essential to meeting rigid deadlines. Many offices identified the flexibility and responsiveness of the GSA as a major benefit of using the ANSWER contract.

1c. Field offices are informally sharing information to gain from the experiences of others. The BLM has traditionally been an agency where if you want to know how to do something you ask someone who already has done it. A great deal of sharing of contracting experiences has taken place among offices. For example, the Farmington CORE Team went to Moab and shared contracting experience with the BLM staff starting a new plan.

1d. Immediately after contract award, several offices organized an initial field trip or series of field trips for the Contractor, their IDT members and sub-contractors, BLM IDT members, and Cooperators. This provided an opportunity for all to initiate early one on one relationships and information exchanges.

1e. Most offices have provided BLM land use planning training to the Contractor and to Cooperators. In some cases the contractor has attended the training with the BLM staffs.

1f. Utah has established a Planning Coordination Committee with State and Field Office management representation that meets periodically with Contractors and Cooperators to address current issues and concerns. Wyoming holds bi-weekly Planning Conference Calls where project status, planning issues, and other policy

factors are discussed. These examples enhance statewide consistency and enable contractors and BLM offices to learn from others experiences.

1g. Utah and Wyoming are utilizing the same contractor on adjoining land use plans. Ideally, this will reduce costs, reduce redundant efforts and enhance plan consistency.

1h. Staff preparing the Black Rock – High Rock NCA RMP has employed a highly efficient method of sharing edit comments with the contractor. The contractor's planning staff and the BLM staff sit down in the same large room with the document projected on the screen via a laptop and projector. Each edit is discussed, agreed upon, and made to the document on the spot thus eliminating the risk of the comment being misinterpreted, overlooked or ignored.

Planning

2a. Failure on the part of the BLM to “plan to plan” has resulted in launching land use planning efforts without completing necessary up-front work. The emphasis on time sensitivity has superceded other normal requirements. Issues are not clearly defined, the needed skills are not identified, relationships with collaborators are not established, preliminary planning criteria, data and meta data available and needed have not been identified and supporting resources information is not available. Additionally, data collection is not funded. The necessary steps and sequence of events is unclear to many offices.

2b. BLM's lack of new planning starts over the past 10+ years has left the Bureau with limited planning experience to lead the intensive planning schedule the Bureau has undertaken.

2c. Failure of WO/Department to conduct timely reviews (of notices, protests, etc) seriously affects schedules already defined as time sensitive. In some cases this delay has impacted the schedule by several months. Although planning teams have in some instances been able to do productive work awaiting Departmental approval of Notices, the delays in gaining these approvals have set-back many planning efforts by up to one year.

2d. Rigid, accelerated schedules imposed upon the Field Offices are a detriment to community based planning. Local collaborators do not have the resources or in some cases the motivation to keep up with the rigid accelerated schedules that have been established for these plans. It is difficult to maintain the schedules when locals cannot respond in the prescribed time frames and it is difficult to convince the locals of the importance of their input if BLM is unwilling to give them sufficient time to provide it.

2e. The lack of clear direction from the Washington Office on several significant issues is creating confusion among local offices and contractors. Several offices stated that commitments made at the Phoenix Time Sensitive Plan meeting for additional guidance have not been fulfilled. Needed guidance discussed at this meeting that has not been issued falls

under the following categories: model language to describe Resource Management Objectives and statements of Land Use Allocations and Management Actions for national-level policies, laws, and regulations for use in RMPs; the incorporation of land health standards into the RMP; recommendations for consideration of the Energy Policy Conservation Act (EPCA) priority area studies in the land-use planning process; and the analysis of protests and lawsuits to identify the Bureau's greatest risks. In addition to those mentioned, guidance on the distinction between RMP land use allocation decisions and implementation decisions, which is currently in the process of surnaming, must also be issued to fulfill the commitments made in Phoenix. Of greatest concern is the issue of clarification of travel management decisions. Lacking clear direction on this and other issues, offices will act, resulting in inconsistent application of policy among the plans. Policy changes at the eleventh hour can result in additional costs and delay as revisions to the document are made.

2f. The purpose of the Preparation Plan is not fully understood. The Preparation Plan is perceived by some to be merely a vehicle to secure planning funding. Several Team Leaders expressed the thought that the Preparation Plan was of no help in preparing the SOW. Most offices found that a properly prepared Preparation Plan was the foundation for developing the SOW, by identifying the issues to be addressed, the skills needed to address them, a preliminary budget that can be used for the cost estimate, preliminary planning criteria, data and meta data available and needed.

2g. The purpose and contents of the Management Situation Analysis (MSA) is not fully understood. Existing MSA guidance is limited to the description in the planning regulations. Most of the team leaders interviewed did not have prior RMP Team Leader experience and did not fully understand the role of the MSA in the planning process. Therefore, they could not clearly explain to the Contractor how the MSA should be prepared and the type of information that it should contain. Some suggested that the MSA should be completed either in house or under separate contract before the land use plan contract is let.

2h. Tight schedules may result in rushing some planning steps that can adversely affect document quality. Short time frames and hastily prepared documents led to mistakes.

Contracting

3a. BLM entered into a major contracting effort in an area with little prior experience. Field Offices did not have a clear understanding of the various contracting options when they chose the vehicle by which to contract. Due to emphasis on time sensitivity, BLM personnel with knowledge and expertise required to prepare contract specifications did not have the time to perform these critical duties leaving those duties to inexperienced personnel that contributed to the selection of inappropriate contract tools, weak statements of work and poor definition of selection criteria. Accelerated schedules have forced local offices to initiate contracts prior to completing necessary up front work, e.g. GIS or other data collection, which may ultimately affect the contractor's ability to deliver as required.

3b. Successful plan completion is dependent upon a well defined project, well communicated expectations, frequent communication among affected BLM and contractor staffs, and active BLM involvement at both the staff and management level in the process. This is probably the single most significant finding of this evaluation. It is true regardless of whether the land use plan is contracted through ANSWER or 899 or completed in house. This issue is compounded by the findings in 2a. and 3a. In many cases, roles and responsibilities of both BLM and contractor personnel were neither defined nor understood and the BLM did not define what was expected from the contractor and were disappointed when they delivered it.

3c. Many offices expected that with a contracted land use plan the project was just turned over to the contractor who would produce the plan with minimal review. Contracting requires a heavy commitment by staff working with the contractor for a successful project. Managers must accept that the BLM project manager on a contracted land use plan is a full time job. While contracting for land use plans has taken a tremendous workload off of the local staff, it also generates a new workload in consultation with contractor's staffs, preparation of documents, and timely review of those documents.

3d. Questionnaire responses and interviews indicate that with few exceptions local offices are generally quite pleased with contracting for land use plans. Contracting allows staff to focus on the day to day responsibilities of the BLM and allows the contractor to focus on plan preparation without the distraction of other emerging issues. There is a concern among evaluators that this satisfaction is based more upon relief from the planning workload than it is on the products produced. It is still early in the process in most locations. BLM staff indicated that initial submissions were inadequate to some degree in all locations. Those plans with well-defined deliverables had fewer problems. Staff working on plans that were further along expressed the least satisfaction. It is anticipated that more concerns with submissions will arise as the plans progress. BLM must assume some responsibility for these inadequacies. This may indicate a lack of definition and understanding of the requirements, bring me another rock, or a failure on the part of BLM in contractor selection. Whatever the reason, it wastes time, money and resources.

3e. Contractors can bring specialized expertise not represented in the typical BLM workforce. Contractors can draw from a much broader pool of technical specialists or hire short-term technical specialists not normally on BLM Field Office staffs, e.g. air quality, socio-economics. However, good technical resource expertise does not necessarily equate to a good understanding of BLM policies and procedures nor does it make up for the lack of local on the ground knowledge of resources and issues. A lack of contractor experience in the BLM culture and in dealing with BLM's publics and local issues is reflected in how things are stated in documents which may result in greater review and edit time on the part of the BLM. As one interviewee stated, one cannot pour 20 years of experience into someone else's brain.

3f. Development of the Statement of Work can be a significant workload. The success of the project is dependent upon a well defined project with clearly communicated

expectations. This starts with the Statement of Work (SOW). Development of a good SOW can be a significant workload; however, a well prepared SOW can represent a real savings in effort in the long run. The BLM has limited experience contracting for land use plans, limited experienced in writing performance based SOWs and few good examples of SOW. The more thorough and complete the SOW the more accurately the contractor can prepare the proposal. However, a well defined SOW does not ensure a quality product. Quality is dependent upon a high level of communication throughout the project. Several offices found that a well prepared Preparation Plan is very beneficial in developing a SOW because it better defines requirements.

3g. There is a perception by most that contracting for the development of land use plans is more costly than developing the plan in house. The stated objective of this evaluation was to...address... the relative costs and contractor performance under the various contracting methods. It was not the objective of this evaluation to address the relative cost of contracting for land use plans compared with completing plans in house. Cost savings is not the primary reason for contracting for the development of land use plans. The primary reason for contracting for land use plans is to maintain accelerated planning schedules while minimizing impact to ongoing day to day workloads. Management has acknowledged there may be additional costs associated with contracting and has elected to contract. Increased experience by the BLM and contractors should result in greater competition and lower prices for contracts.

3h. Contracting for a land use plan is different than contracting for building a fence, maintaining a road or other traditional contracting. The product of a land use plan contract is much more abstract than the product of traditional contracts. To describe that product in such a way that contractors can submit meaningful proposals that BLM can accurately evaluate and ultimately administer requires different approaches by both procurement and resources staffs. The BLM has limited experience contracting for land use plans, limited experienced in writing performance based SOWs and few good examples of SOWs. Current COR training does not address the unique features associated with contracting for land use plans.

3i. Contract Evaluation Criteria were not clearly defined. In many cases, proposal evaluation and subsequent selection relied on contractor reputation rather than demonstrated experience/expertise. BLM personnel at each location commented to some degree about the contractor's lack of particular types of expertise (recreation planners, biologists, etc.). In other cases contractors were criticized for lack of innovation in contract performance, however, evaluation for award did not include an element addressing the contractor's ability to be creative or innovate. This would indicate that innovation/creativity was not a key discriminator.

3j. In some locations, the contractor seemed to be operating on their own agenda. The BLM indicated that the contractor had ownership and strong biases and was reluctant to make changes to the documents. They were not trusting of local BLM knowledge. The contractor would argue with BLM. BLM would tell them one thing and the contractor would write it differently. The contractor would not use the information BLM provided and

failed to incorporate BLM comments into documents. The contractor seemed to have a political agenda in writing the draft. In one office, this problem was compounded by the fact that the contractor was using computer programs or operating codes that did not allow BLM to directly edit the documents.

3k. There are significant learning curves for both contractors and BLM. Contractors are learning BLM issues, administrative policies, planning process and political realities. BLM staff are learning the BLM planning process and how to execute that process through a contractor to achieve the desired results. Contractors generally have a better understanding and more experience in NEPA than in planning. As a result, they are learning the planning process as they go. Most offices found that it is helpful for contractors to attend BLM training courses. It is more helpful if they attend with their BLM counterparts. Future contracts are likely to benefit from this newfound contractor experience.

3l. Lack of direct BLM involvement in plan development could lead to lack of ownership in the completed plan. There was a fear expressed in some offices that since the whole staff was not involved directly in the planning effort, that, once completed, the plan would not be accepted by those charged with implementing it. While this was an issue expressed about a contracted plan, it has long been an issue even with plans completed in house.

3m. Rigid, accelerated schedules often times require that cooperators review draft documents on the same schedule as BLM staff. The inexperience of both BLM staff and contractors in contracting for land use plans dictates careful review of documents prior to external review by cooperators. (See 2d.) BLM's commitment to collaborative planning dictates cooperator review prior to public review. In some cases, in order to maintain accelerated schedules, it is necessary to conduct BLM review concurrent with that of cooperators

3n. Rigid, accelerated schedules and poor contractor performance have resulted in BLM performing work that the contractor was responsible for completing. In most offices the BLM has taken on tasks that the contractor was committed to doing in order to meet schedules.

ANSWER Contracts

4a. The GSA ANSWER authority is an inappropriate acquisition tool for contracting for land use plans. ANSWER was created by GSA for information technology contracts. The scope of an ANSWERS contract includes requirements and design research, analysis, systems development and software maintenance; facilities planning; technical support; Local Area Network (LAN) management; network system operations support; electronic input; specialized workstation support; computer equipment maintenance; systems installation and integration; production support; system software support; data base generation; data management; orientation and training; and help desk activities. While some of these task may be included in a land use planning contract they do not represent the

predominant work. Preparing land use plans and the associated environmental documentation is NOT information technology work. The services provided under the GSA Schedule 899 contract include environmental assessments, environmental impact statements, natural resource management plans, studies and consultations, cultural resource management plans, studies and consultations and waste management plans. These tasks are the predominant work associated with preparing a land use plan. The GSA Schedule 899 authority is the appropriate authority for contracting land use plans. Most qualified environmental consultants are not being afforded the opportunity to compete for ANSWERs contracts. Although some of the contractors on the ANSWERs schedule are also on the 899 schedule, limiting consideration for land use planning contracts to contractors who qualified to be on the ANSWER schedule based upon their IT expertise threatens the integrity of the competitive process when contracting for environmental planning. GSA has a number of other authorities for contracting for specialized needs. When contracting activities in support of a land use plan, it is important that the appropriate authority for that specialized need, which may include ANSWERs, be utilized.

4b. Unrealistic time frames placed upon the field led to the use of the ANSWERs authority. The single most significant advantage in using the ANSWER authority is that a contract can be awarded quickly with a minimal (a few paragraphs) task order. Field offices presented with large planning budgets and critically tight time frames looked to ANSWERs as a way to make most effective use of the limited time by minimizing the amount of time spent on contract award. GSA was quick to offer ANSWER as the answer.

4c. It is more costly to contract under the ANSWER authority than it is under the GSA 899 Schedule. This issue is still hotly debated by those favoring the ANSWER authority. However, in the clearest example of cost comparisons the differences are obvious. The Agua Fria plan was originally offered under the ANSWER authority. A bid of \$3.1 million was accepted. It was decided to offer the same contract with minor modifications that did not affect the scope under the 899 schedule. The contract was ultimately awarded for \$1.8 million to the same contractor with whom the ANSWER contractor had subbed to do the work for a savings of \$1.3 million. It is not appropriate to expect bids 58% less than those received for all ANSWERs contracts; however, using this example it is easy to conclude that ANSWERs can be more costly. In the final analysis, the ANSWERs authority is not the appropriate for contracting environmental and planning services so the question of the relative costs of various authorities is irrelevant to this evaluation.

4d. Time and materials contracts are more costly with less control over how the money is spent and great uncertainty of final costs. A time and materials contract provides no incentive to the contractor to control costs or labor efficiency. They are only appropriate when it is not possible to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. This is not the case in preparing a land use plan. Interviews surfaced concerns that in some cases, funds are being expended faster than planned which may result in the need to request more funds later. Concerns were also expressed that it is difficult to administer the time and materials contract to determine whether we are getting what we pay for. In one example, the original cost

estimate was \$700,000 under an 899 time and materials contract. The cost to produce the draft was \$1,300,000. Ultimately, even at this price the draft was unacceptable to the BLM and was rewritten by the BLM staff.

4e. There is no way to validate actual time or materials spent by the contractor or excess costs in attempt to meet ill-defined expectations. Most contractors are located off site and in many cases have staff in several locations. Most contracting staffs are not dedicated solely to the BLM planning project. The COR has no idea of how long it should reasonably take the contractor to complete a specific task and there is no correlation to the amount/quality of work performed. The COR is therefore, forced to rely on the integrity of the contractor in reviewing and validating the costs submitted.

4f. There has been no BLM procurement staff involvement in solicitation, award or administration of ANSWERs contracts beyond developing an Interagency Agreement with GSA. All contract administration was deferred to GSA. (Contract administration was also deferred to GSA on one 899 time and materials contract.) BLM administration of the contracts is limited to the BLM project manager's validation of the labor charge invoices submitted. While the ANSWER authority does allow, by agreement, for BLM to administer the contract in house, to date all ANSWER contracts have been administered by GSA. This practice has raised concerns among BLM procurement specialists who are unable to ensure the contractor operates with effectiveness and efficiency.

4g. The lack of a clearly defined Statement of Work as allowed for in an ANSWER contract could lead to a product that does not meet BLM expectations. ANSWERs contracts are attractive to some because they can be awarded based upon a minimal task order. This saves time and effort up front but the lack of communicating clearly defined expectations is well documented as a potential problem in getting the desired results regardless of the contracting authority (see 3b.). This problem, common to all planning efforts, could be exacerbated by the minimal task order required for ANSWERs contracts.

Communication

5a. The Pre-work conference is very important to successfully marrying the SOW and the contractors proposal. Offices involving staffs of both the contractor and the BLM in the pre-work conference realized greater success in communicating expectations throughout the process. Once the contract is awarded, communicating with the contractor is essential to the success of the project. The pre-work conference, involving the staffs of both the contractor and the BLM, has proven to be an important first step in developing the understanding and relationships necessary for success. This is especially important when the Statement of Work is not well defined.

5b. BLM's lack of experience communicating expectations to contractors can lead to problems. Planning team leaders are not experienced in communicating with contractors. They generally lack contracting experience and even when there is contracting experience it is not specific to the abstract land use plan contracting. In Rock Springs it was noted that

the team leader has to be careful what he says to the contractor because they are so committed to being responsive to the BLM they will act on whatever is said.

5c. Effective communication between the contractor and the project manager is critical to the success of the project. Daily communication between the contractor and the BLM project manager was identified as essential to the success of the project. In most cases contractors are not co-located with the BLM staffs making face to face communication infrequent

5d. The Contract Officers Representative (COR) is solely responsible for directing the technical work. A collaborative, team approach to the work is encouraged; however, it is necessary to recognize the COR as the BLM's single representative to provide technical direction. In many cases, various personnel, staff and higher management, provided conflicting direction to the contractor. This not only results in confusion and frustration to all parties (BLM and contractor) alike but is also inefficient and increases costs. Direct staff to staff communication took place and was encouraged in all offices but it must be coordinated with the COR.

5e. CORs are unclear on how to deal with contract problems. In most cases, respondents felt like things have gone or are going well with contracts. Some interviewees expressed concern about not knowing the appropriate mechanism to deal with problems if they arose. In other offices things did not go well and appropriate action was not taken early on to address the problem.

RECOMMENDATIONS

Areas of Positive Performance

1a. Field offices have sought out creative means by which to meet planning commitments.

1. Continue to encourage creative solutions to complex problems.
2. Learn from the collective contracting experiences.

1b. Some Field offices have developed positive working relationships with GSA and BLM procurement personnel to contract for land use planning.

1. Involve BLM procurement staff early in the planning to plan process. This should occur at the time the requirement is first anticipated/planned.
2. Distribute and post on Web Donald Foote's steps to avoid pitfalls when contacting for land use plans.

1c. Field offices are informally sharing information to gain from the experiences of others.

1. Develop formal mechanisms for sharing experiences and examples.
2. Establish a Contracting for Land Use Plans web site.
3. Link web page to Planning and NEPA library web site, (<http://web.blm.gov/nepa/>).
4. Include examples and experiences in planning training.

1d. Immediately after contract award, several offices organized an initial field trip or series of field trips for the Contractor, their IDT members and sub-contractors, and the BLM IDT members, and Cooperators to initiate early one on one relationships and information exchanges.

1. Conduct field trips with contractor, their IDT members and sub-contractors, and the BLM IDT members, and cooperators immediately after award as the first step.
2. Include as the first step in the planning checklist guidance. (See 2a.)

1e. Most offices have provided BLM land use planning training to the Contractor and to Cooperators.

1. Require all contractors to attend BLM Planning training. courses, such as, Successful Land Use Planning 1610-09, Planning Concepts 1610-06, and Project Management for Planners 1610-07.
2. Encourage BLM participation with contractors at training
3. Continue to offer training without cost to contractors.
4. Modify the partnership series to make it more relevant to planning.

1f. Utah has established a Planning Coordination Committee with State and Field Office management representation that meets periodically with Contractors and Cooperators to address current issues and concerns. Wyoming holds bi-weekly

Planning Conference Calls where project status, planning issues, and other policy factors are discussed.

1. Consider initiating similar coordination committees or expand the role of existing committees to include this function in States with multiple plans and at the National level. This could serve as a forum for sharing planning and contracting issues and ensuring consistency.

1g. Utah and Wyoming are utilizing the same contractor on adjoining land use plans.

1. Consider advertising adjoining planning efforts for award as a single contract.

1h. Staff preparing the Black Rock – High Rock NCA RMP have employed a highly efficient method of sharing edit comments with the contractor.

1. Encourage the BLM and contractor staffs to meet jointly to share, discuss, agree upon and make edits.
2. Consider the use of net-meeting capabilities where office locations makes jointly meeting cost prohibitive.

Planning

2a. Failure on the part of the BLM to plan to plan has resulted in launching land use planning efforts without completing necessary up-front work.

1. Assess the upcoming Bureau planning schedule programmatically to ensure that the full scope of the Bureauwide planning commitments are understood at the WO and FO levels.
2. Develop a pre-planning policy that ensures all land use planning projects get off to a good start.
3. Expand the planning process to encompass the necessary up front work, e. g. develop collaborative relationships, identify BLM project manager, ensure required data is available, establish community and BLM support for plan, develop purpose and need, develop Preparation Plan, SOW and MSA, and issue needed planning guidance and provide sufficient time to complete these tasks prior to issuing the contract.
4. Involve procurement staff in planning to plan process.
5. Develop a step by step action plan or “checklist” of actions necessary to complete a land use plan, either in house or by contract. The action plan should identify the sequence of events, expected timeframes, etc.

2b. BLM’s lack of new planning starts over the past 10+ years has left the Bureau with limited planning experience to lead the intensive planning schedule the Bureau has undertaken.

1. Ensure that prospective plan leaders have the appropriate training.
2. Expand planning training to encompass contracting aspects.
3. Employ the remaining experienced planners as mentors and trainers for upcoming planners.

4. Share new planning experiences with all so that everyone does not have to personally experience everything in order to learn. (See 1c.)

2c. Failure of WO/Department to conduct timely reviews (of notices, etc) seriously affects schedules already defined as time sensitive.

1. Recognize that actions at all levels of the organization affect the schedule.
2. Incorporate time necessary for Washington Office reviews and approvals in schedule (see 2a.)
3. Redelgate Federal Register Notice authority to State Directors for planning actions.

2d. Rigid, accelerated schedules imposed upon the Field Offices are a detriment to community based planning.

1. Recognize that while it is important to get the plans completed in a timely manner, it is equally important to ensure that they are community based. Provide for flexibility.

2e. The lack of clear direction from the Washington Office on several significant issues is creating confusion among local offices and contractors.

1. Issue the committed guidance.
2. Conduct a follow up session to update and include new plan starts.
3. Create a forum in which issues can be raised, promptly addressed, resolved and shared to ensure consistency.

2f. The purpose of the Preparation Plan is not fully understood.

1. Issue new guidance on the Preparation Plan that better defines its purpose and describes its role and relationship to the development of the SOW.

2g. The purpose and contents of the MSA is not fully understood.

1. Issue new guidance on the purpose and content of the MSA.
2. Consider preparing the MSA (in house or by contract) prior to contracting for the plan.
3. See 2a.

2h. Tight schedules may result in rushing some planning steps that can adversely affect document quality.

1. Ensure that up-front work is complete to facilitate the smooth flow of the planning process. (See 2a.)
2. Provide realistic timeframes in the schedule for each step.
3. Provide for flexibility.

Contracting

3a. BLM entered into a major contracting effort in an area with little prior experience.

1. Ensure that the findings of this report are shared with all offices embarking on a contracted land use plan.
2. See 2a.
3. See 1c.

3b. Successful plan completion is dependent upon a well defined project, well communicated expectations, frequent communication among affected BLM and contractor staffs, and active BLM involvement at both the staff and management level in the process.

1. Define contract requirements with measurable performance standards in a manner so that the contractor fully understands the governments requirements and the Government can determine whether the contractor has met the contract requirements.
2. Communicate early and often with contractors.
3. Define communication mechanisms with staff and contractor.
4. Clearly define roles and responsibilities of BLM and contractor staffs. Meet early and often.
5. See 1c., 2a., 3a., 3f., & 3i.

3c. Many offices expected that with a contracted land use plan the project was just turned over to the contractor who would produce the plan with minimal review.

1. Assign a full-time BLM project manager to the plan.
2. Recognize that contracted planning requires a heavy commitment by management and staff.
3. Include planning workload created by contracted plan as a critical element in BLM staff assignments.

3d. Questionnaire responses and interviews indicate that with few expectations local offices are generally pleased with contracting for land use plans.

1. Re-evaluate the status of contracted land use plans in one year when there is measurable progress toward plan completion.
2. See 3b.

3e. Contractors bring specialized expertise not represented in the typical BLM workforce.

1. Recognize that technical expertise does not equate to knowledge of BLM programs, local issues, and publics.
2. See 3c., 3i.

3f. Development of the Statement of Work can be a significant workload.

1. Develop training for preparation of performance based Statement of Work specific to land use planning.
2. Include all the essential elements of what should be in the plan, Bureau references and sources for that information in the SOW.

3. Stress the importance of involving the full team, technical and procurement, in the preparation of the SOW.
4. Develop guidance for preparation of performance based SOW specific to land use planning.
5. Make good examples available on the website.
6. See 1c, 2a, 3b

3g. Contracting for the development of land use plans is more costly than developing the plan in house.

1. Recognize that contracting maybe more costly and budget accordingly.
2. Program for the extra cost to maintain schedules and minimize impacts to day-to-day work
3. Share contracting experiences among offices to ensure a well written SOW with adequate detail and evaluation criteria.
4. Prepare a well written SOW with adequate detail and evaluation criteria.
5. Circulate the SOW broadly to ensure strong competition among contractors in the Open Market or GSA FSS 899 procurement processes.
6. Where possible, plan for RMP revisions in adjacent Field Offices under one contract on the same schedule, using the same EIS, but resulting in multiple Records of Decision and Land Use Plans.

3h. Contracting for a land use plan is different than contracting for building a fence, maintaining a road or other traditional contracting.

1. Revise current COR training to be more responsive to contracting for land use plans.
2. See 3f.

3i. Contract Evaluation Criteria were not clearly defined.

1. Ensure that preparing appropriate contract evaluation criteria is part of SOW training, examples and ultimately the SOW.

3j. In some locations, the contractor seemed to be operating on their own agenda.

1. Ensure that COR is properly trained and certified.
2. Ensure that the COR understands and executes their responsibilities of contract administration.
3. Ensure that the COR is intimately familiar with the technical requirements of the contract.
4. Recognize that the COR on a major contract is a full time job.
5. Establish a Bureau document software standard.
6. Require that BLM have edit capabilities on all documents.
7. See 3f., & 3i.

3k. There are significant learning curves for both contractors and BLM.

1. Recognize that lack of experience contracting for land use plans on the part of both the BLM and the contractor will increase the need for structured

communication and coordination, thereby impacting schedules.

2. See 1c., 1e., 1f., 2a., & 3i.

3l. Lack of direct BLM involvement in plan development could lead to lack of ownership in the completed plan.

1. Ensure that entire BLM resources staff meets with the contractor early and often to build ownership.

3m. Rigid, accelerated schedules often times require that cooperators review draft documents on the same schedule as BLM staff.

1. Build time into the schedule to allow for an internal staff review prior to external review.

2. Be flexible.

3. See 2a.

3n. Rigid, accelerated schedules and poor contractor performance has resulted in BLM performing work that the contractor was responsible for completing.

1. Work closely with the contractors and procurement specialists to ensure contractor performance.

2. See 2a., 3b., 3f., 3j., & 5e.

ANSWER Contracts

4a. The GSA ANSWER authority is an inappropriate acquisition tool for contracting for land use plans.

1. Discontinue the use of the ANSWERs authority for contracting land use plans.

2. Pursue canceling or renegotiating ANSWER contracts and reissuing to existing contractors through appropriate authority.

3. Ensure that the appropriate authority is used when contracting activities in support of land use planning.

4b. Unrealistic time frames placed upon the field led to the use of the ANSWERs authority.

1. See 2a., & 4a.

4c. It is more costly to contract under the ANSWER authority than it is under the GSA 899 Schedule.

1. See 4a.

4d. Time and materials contracts are more costly with less control over how the money is spent and great uncertainty of final costs.

1. Consider renegotiating time and materials contracts to fixed price contracts.

2. See 4a., 3f., & 3i.

4e. There is no way to validate actual time or materials spent by the contractor.

1. Meet monthly with GSA and the contractor to discuss billing issues and upcoming work on existing time and materials contracts.
2. See 4a., & 4d.

4f. There has been no BLM procurement involvement in award or administration of ANSWERs contracts.

1. See 4a.

4g. The lack of a clearly defined Statement of Work as allowed for in an ANSWER contract could lead to a product that does not meet BLM expectations.

1. See 4a.

Communication

5a. The Pre-work conference is very important to successfully marrying the SOW and the contractors proposal.

1. Include as a critical step in the planning guidance checklist. (See 2a.)
2. Develop guidance and share experiences for conducting a successful pre-work conference.
3. Ensure that all affected staffs from both the BLM and contractor are present at initial meeting. Discuss goals, staff resources, schedules, processing times, task responsibilities, dispute resolution, billing, etc. at the first meeting.
4. See 1c., 1e., & 3j.

5b. BLM's lack of experience communicating expectations to contractors can lead to problems.

1. Ensure that project manager communication with contractor is part of COR training.
2. See 3f., 3i., 3j., 5a., 5c., & 5d.

5c. Effective communication between the contractor and the project manager is critical to the success of the project.

1. Establish Bureau standard project management software and require use for contracted plans.
2. Require the contractor to have one key contract employee as a point of contact co-located in the BLM office.
3. See 5a., & 5b.

5d. The COR is solely responsible for directing the technical work.

1. Ensure that all communication is coordinated through the COR.
2. Provide routine briefings by the COR to management.
3. See 3h., & 3j.

5e. CORs are unclear on how to deal with contract problems.

1. See 1c., 3h., & 3j.